



GAIL FARBER, Director

## COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

May 13, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

36 May 13, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

### **AWARD OF CONTRACT FOR AS-NEEDED CHANNEL RIGHT-OF-WAY CLEARING SERVICES – EAST AREA (SUPERVISORIAL DISTRICTS 1, 4, AND 5) (3 VOTES)**

#### **SUBJECT**

This action is to award a contract for channel right-of-way clearing services in the eastern portion of Los Angeles County.

#### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award the contract for As-Needed Channel Right-of-Way Clearing Services - East Area, in the sum of \$549,917, which includes \$77,886 for a disposal fee reimbursement, to J. Orozco Enterprises, Inc., d.b.a. Orozco Landscape and Tree Company. This contract will be for a term of one year commencing on June 1, 2014, or execution by both parties, whichever occurs last, with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential term of 66 months.
3. Authorize the Director of Public Works or her designee to increase the contract amount each contract year up to an additional 10 percent of the contract sum for the initial term and each option year for unforeseen, additional work within the scope of the contract, if required; and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

4. Authorize the Director of Public Works or her designee to execute the contract; to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or her designee, J. Orozco Enterprises, Inc., d.b.a. Orozco Landscape and Tree Company, has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to provide as-needed and intermittent vegetation, trash, debris, and brush clearing services to maintain various flood control channel facilities within the eastern portion of Los Angeles County. The Department of Public Works has contracted for these services since 1999.

#### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

#### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

This contract is for a contract sum of \$549,917, which includes \$77,886 for a disposal fee reimbursement for each contract term. The annual contract sum may be adjusted for each option year to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract. This amount is based on the unit prices and hourly rates quoted by the contractor and Public Works' estimated annual utilization of the contractor's services.

Funding for these services is included in the Fiscal Year 2013-14 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund Budget. Funds to finance the contract's optional years, cost-of-living adjustments, and 10 percent additional funding for contingencies will be requested through the annual budget process.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended contractor is J. Orozco Enterprises, Inc., d.b.a. Orozco Landscape and Tree Company, located in Pomona, California. The contractor is certified by the County of Los Angeles as a Local Small Business Enterprise. This contract will commence on June 1, 2014, or execution by both parties, whichever occurs last, for a period of one year. With the Board's delegated authority, the Director of Public Works or her designee may renew this contract for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months.

The contract will be in the form substantially similar to the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director or her designee executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract with J.

Orozco Enterprises, Inc., d.b.a. Orozco Landscape and Tree Company was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and the Board.

The award of the contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The contract contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on November 14, 2013, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

This contract includes a cost-of-living adjustment provision, which is in accordance with the Board's Policy approved January 29, 2002.

## **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 of CEQA.

## **CONTRACTING PROCESS**

On November 18, 2013, Public Works solicited proposals from 349 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on

the County's bid website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On January 9, 2014, three proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. One proposal was disqualified due to failure to comply with the RFP's minimum mandatory requirements. The remaining two proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, and references utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, apparent responsive and responsible proposer, J. Orozco Enterprises, Inc., d.b.a. Orozco Landscape and Tree Company.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees as these services are presently contracted with the private sector.

**CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

AGREEMENT FOR  
AS-NEEDED CHANNEL RIGHT-OF-WAY CLEARING SERVICES – EAST AREA  
(2013-AN034)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and J. OROZCO ENTERPRISES INC., DBA OROZCO LANDSCAPE AND TREE COMPANY, a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on January 9, 2014, hereby agrees to provide services as described in this Contract for As-Needed Channel Right-of-Way Clearing Services – East Area.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Typical Channel Drawing; Exhibit H, Vehicle and Walk Access Drawing; Exhibit I, Channel Right-of-Way Clearing Report; Exhibit J, Maps of Channels for the Flood Control Facilities in the East Area; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$549,917, which includes \$ 77,886 for disposal fees for the initial contract term; and each contract option year, if exercised, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on June 1, 2014, or execution by both parties, whichever occurs last. The County shall have the sole option to renew this Contract term for up to four additional one-year periods and six month-to-month extensions, for a maximum total Contract term of 66 months. Each such renewal option and extension shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal

at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508.

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract anniversary date, which shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary

movement granted to COUNTY employees as determined by the COUNTY'S Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

**ELEVENTH:** In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through J, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By \_\_\_\_\_  
Deputy

J. OROZCO ENTERPRISES INC.  
DBA OROZCO LANDSCAPE AND TREE  
COMPANY

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name



**Bid Detail Information****Bid Number :** PW-ASD902**Bid Title :** Channel Right-of-Way Clearing Services -East Area (2013-AN034)**Bid Type :** Service**Department :** Public Works**Commodity :** GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.**Open Date :** 11/18/2013**Closing Date :** 1/9/2014 5:30 PM**Bid Amount :** \$ 450,000.00**Bid Download :** Not Available

**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Channel Right-of-Way Clearing Services – East Area (2013-AN034). The contract has a potential maximum contract term of five years, consisting of an initial one-year term and four additional one-year optional renewals. The total annual contract amount of this service is estimated to be \$450,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Ms. Janet Lee at (626) 458 7167, [jalee@dpw.lacounty.gov](mailto:jalee@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

1. Proposers must have a minimum of three years of experience providing landscaping services similar to the service being solicited. Subcontracting is not allowed to meet this requirement.
2. Proposer must demonstrate that they will provide a minimum of five crews to provide the landscaping services. Each crew must consist of a minimum of six personnel, including an on-site working supervisor and five laborers. Proposer's on-site working supervisors on each of the five crews must have a minimum of three years of experience supervising landscaping services similar to the service being solicited. Subcontracting is not allowed to meet this requirement.
3. Proposer must provide a minimum of two truck drivers or designate a minimum of two truck drivers within the five crews with an active and valid commercial drivers' license. Subcontracting is not allowed to meet this requirement.
4. Proposer must submit a copy of a valid and active State Contractor's Class C-27 (Landscaping Contractor) license. Subcontracting is not allowed to meet this requirement.
5. Proposer and/or its subcontractor employee(s) must submit a copy of a valid and active arborist and/or horticulturist certification.
6. Proposer must submit a copy of a valid and active Waste Collector Permit issued by the County Department of Public Health (DPH). Proposers who do not possess the permits at the proposal deadline date may submit other forms of verification including, but not limited to, a copy of DPH's invoice to Proposer for permit fees along with a copy of proof of payment such as a cashier's check, money order, or cancelled check (transpired beyond five days). Subcontracting is not allowed to meet this requirement.

A Proposers' Conference will be held on Monday, December 2, 2013, at 9:30 a.m. at Public Works Longden Yard, 160 East Longden Avenue, Inwindale, California 91706. A walk-through will be conducted after the conference. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE AND WALK-THROUGH IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

The deadline to submit proposals is Thursday, January 9, 2014, at 5:30 p.m. Please direct your questions to Ms. Lee at the number listed on the previous page.

**Contact Name :** Ms. Janet Lee**Contact Phone# :** (626) 458-7167**Contact Email :** [jalee@dpw.lacounty.gov](mailto:jalee@dpw.lacounty.gov)**Last Changed On :** 12/11/2013 9:02:24 AM[Back to Last Window](#)